DRAFT

EXHIBIT A
FORM PROJECT AGREEMENT

To: _____
Phoenix Marketing & Research, Inc.
4132 Sunrise Highway
Oakdale, New York 11769

From: _____
Philip Morris Incorporated
120 Park Avenue
New York, New York 10017

Dear _____:

This Project Agreement is entered pursuant to the Agreement dated as of the 1st day of ~~January~~ February, 1995 ("Agreement") by and between Phoenix Marketing & Research, Inc. ("Phoenix") and Philip Morris Incorporated ("Philip Morris"). It sets forth the terms and conditions under which Phoenix will render services beginning as of the date of the Project Agreement and continuing through the later of completion of the project or _____, 199_.

1. Phoenix will:

[insert description of specific project, services to be rendered and work product, reports, etc. to be delivered (the "Project")].

2. In consideration for services rendered and expenses incurred throughout the term of the Project Agreement, Philip Morris will pay Phoenix as follows: **[or** in accordance with the attached Schedule of fees and expenses]. Philip Morris will pay Phoenix and reimburse expenses within ~~thirty~~ ten days of Philip Morris' receipt of an itemized invoice for services rendered and expenses incurred. Expenses in excess of $25 must be submitted with receipts. Expenses in excess of $250 which are not included in the schedule of fees and expenses must be approved in advance by Philip Morris. Total fees and expenses in connection with the Project will not exceed $_____ without the advance written approval of Philip Morris. If and when Philip Morris requests additional services or modifies the Project, Phoenix will deliver to Philip Morris for its approval a Project Change notice, which will include an estimate of anticipated fees and expenses.

3. Philip Morris will reimburse Phoenix, at cost, for reasonable, competitively priced expenses incurred in providing services, up to a maximum of $_____. Expenses included within the budget set forth in Attachment D are presumptively reasonable and competitively priced. Phoenix may not apply funds allocated to one budget category to expenses incurred in another category without the prior, written approval of Philip Morris.

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~~3~~ 4. The Project Agreement will ~~last until~~ commence as of _____ and will continue through the later of _____ or satisfactory completion of the Project. Philip Morris may terminate the Project Agreement with or without cause upon thirty days written notice to Phoenix. If Philip Morris terminates the Project Agreement without cause, Philip Morris have no liability to Phoenix with the exception of fees earned for services satisfactorily performed and documented expenses properly incurred or binding obligations undertaken by Phoenix in connection with the Project Agreement prior to termination. Philip Morris will pay Phoenix or reimburse expenses within ~~thirty~~ ten days of Philip Morris' receipt of documentation, in a form satisfactory to Philip Morris.

~~4~~ 5. The Project Agreement may be amended only by a Project Change notice signed by both parties.

~~5~~ 6. The Project Agreement is subject to the terms and conditions of the Agreement. In the event of conflict between the provisions, the Agreement will prevail.

If the foregoing accurately sets forth our Agreement, please signify your acceptance and agreement by signing the enclosed copy of this Project Agreement and returning it to the undersigned.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED:

PHOENIX MARKETING &
RESEARCH, INC.

By: _____

Title: _____

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